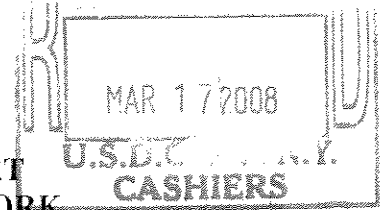


JUDGE HARRERO

08 CV 2805

COPY

Vincent Chirico, Esq. (VC-1293)
Mikhail Ratner, Esq. (MR-6264)
SILVERMAN SCLAR SHIN & BYRNE, PLLC
Attorneys for Defendant
381 Park Avenue
New York, New York 10016
(212) 779-8600



IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

----- X
HARRY DOUGLAS,

Plaintiff,

- against -

NOTICE OF REMOVAL

PROTECTIVE LIFE AND ANNUITY
INSURANCE COMPANY,

Defendant.

----- X

PLEASE TAKE NOTICE that defendant hereby removes to this Court the state court action described below. Removal is proper for the following reasons:

1. On February 1, 2008, the above-entitled action, Harry Douglas v. Protective Life and Annuity Insurance Company, Index No.101926/08, was commenced in the Supreme Court of the State of New York, County of New York.
2. Defendant Protective Life and Annuity Insurance Company ("Protective Life"), was served with the Summons and Complaint in this action on February 15, 2008. Accordingly, this Notice is timely pursuant to 28 U.S.C. § 1446(b).

3. A copy of all the Summons and Complaint served upon Protective Life in the state court action are attached hereto as Exhibit "A." Upon information and belief, no other pleadings have been served, and no orders have been entered.

4. This action is a civil action of which this Court has original jurisdiction under 28 U.S.C. §1332, and is one which may be removed to this Court by Protective Life pursuant to the provisions of 28 U.S.C. §1441(b) in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

5. Upon information and belief, plaintiff Harry Douglas was, at the time of the filing of this action, and still is, a citizen of the State of New Jersey.

6. Protective Life was, at the time of the filing of this action, and still is, a citizen of the State of Alabama.

7. Protective Life's principal place of business was, at the time of the filing of this action, and still is, located in the State of New York.

8. Upon information and belief, Protective Life is the only defendant that has been served with the Summons and Complaint in this action.

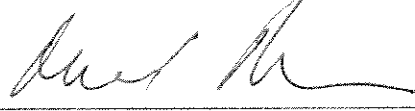
9. Protective Life will file this Notice with the Clerk of the Supreme Court, New York County and will serve a copy of the same on counsel for plaintiff.

WHEREFORE, notice is given that this action is removed from the Supreme Court of the State of New York, County of New York, to the United States District Court for the Southern District of New York.

Dated: New York, New York
March 17, 2008

Yours, etc.,

SILVERMAN SCLAR SHIN & BYRNE PLLC

By: 

Vincent Chirico, Esq. (VC-1293)
Mikhail Ratner, Esq. (MR-6264)

Attorneys for Defendant
381 Park Avenue South, Suite 1601
New York, New York 10016
(212) 779-8600

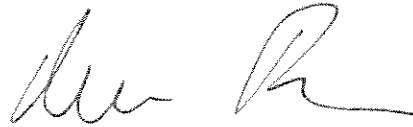
To:

Richard H. Abend, Esq.
LINDENBAUM & SILBER, PLLC
Attorneys for Plaintiff
419 Park Avenue South, 2nd Floor
New York, NY 10016

AFFIRMATION OF SERVICE

I, MIKHAIL RATNER, ESQ., attorney for defendant Protective Life and Annuity Insurance Company, hereby affirm that I am duly authorized to make this affirmation; that on the 17th day of March, 2008, I caused a copy of the foregoing Notice of Removal to be by hand to the attorney for plaintiff, Harry Douglas:

Richard H. Abend, Esq.
LINDENBAUM & SILBER, PLLC
419 Park Avenue South, 2nd Floor
New York, NY 10016

A handwritten signature in black ink, appearing to read 'Mikhail Ratner', is written above a horizontal line.

MIKHAIL RATNER

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Date Filed: 2/1/08

Index No.:

101926/08

-----X
HARRY DOUGLAS,

SUMMONS

Plaintiff,

Plaintiff designates NEW
YORK as the place of trial.

-against-

PROTECTIVE LIFE AND ANNUITY INSURANCE
COMPANY,

The basis of venue is:
CPLR 503

Defendant.
-----X

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, of if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney(s) within twenty days after the services of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: New York, New York
January 29, 2008

LINDENBAUM & SILBER, PLLC
Attorney for Plaintiff

By: 

Richard H. Abend

419 Park Avenue S., 2nd Fl.
New York, New York 10016
(212) 532-0154

Defendant's address:

PROTECTIVE LIFE & ANNUITY INSURANCE COMPANY
2801 Highway 280 South
Birmingham, AL 35223

RECEIVED

FEB 15 2008

LEGAL DEPT.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X

HARRY DOUGLAS,

Plaintiff,

VERIFIED COMPLAINT

-against-

Index No.:

PROTECTIVE LIFE AND ANNUITY INSURANCE
COMPANY,

Defendant.

-----X

Plaintiff, by his attorneys, Lindenbaum & Silber, PLLC, as and for a cause of action alleges upon information and belief as follows:

FIRST: Upon information and belief, that at all the times hereinafter mentioned, the defendant, PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY, was a domestic corporation, duly organized and existing under and by virtue of the laws of the State of New York.

SECOND: Upon information and belief, that at all times hereinafter mentioned, the defendant, PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY, was a foreign corporation, duly licensed and authorized to transact business within the State of New York.

THIRD: That the decedent JOANNE DOUGLAS maintained a life insurance policy with defendant PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY effective November 14, 2005 under policy number ZY0010453.

FOURTH: That said life insurance policy insured the life of JOANNE DOUGLAS for FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS, payable to the plaintiff, HARRY DOUGLAS, husband of the insured and designated beneficiary.

FIFTH: That on August 11, 2007, JOANNE DOUGLAS died.

SIXTH: That the death of JOANNE DOUGLAS was not caused in any manner excepted under the terms and conditions of the policy.

SEVENTH: That the policy was in full force and effect at the time of her death.

EIGHTH: That defendant has refused to pay the proceeds of the life insurance policy in the amount of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

NINTH: That the defendant, PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY, has breached its obligation under said policy by refusing to pay the FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS to the plaintiff.

TENTH: By reason of the foregoing, there is now owing to the plaintiff, HARRY DOUGLAS, from the defendant, PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY, FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS, with interest thereon.

WHEREFORE, plaintiff, HARRY DOUGLAS, demands judgment on his cause of action, against the defendant PROTECTIVE LIFE AND ANNUITY INSURANCE COMPANY, in the sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS, with interest thereon, together with the costs and disbursements of this action.

Dated: New York, New York
January 29, 2008

LINDENBAUM & SILBER, PLLC
Attorneys for plaintiff

BY: RICHARD H. ABEND
419 Park Avenue South, FL 2nd
New York, New York 10016

CERTIFICATION

To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers and the contentions herein are not frivolous as defined in subsection (c) of section 130-1.1 of 22 N.Y.C.R.R.


Richard H. Abend

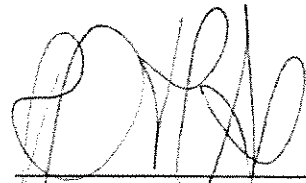
ATTORNEY'S VERIFICATION

The undersigned, an attorney duly admitted to practice in the Courts of this state, affirms the following under penalty of perjury:

That the undersigned a member of the law office of LINDENBAUM & SILBER, PLLC, attorney for plaintiff in the within action; that affiant has read the foregoing **SUMMONS AND VERIFIED COMPLAINT** and knows the contents thereof; that the same is true to affiant's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that those matters affiant believes to be true. Affiant further says that the reason this affirmation is made by affiant and not by plaintiff is that plaintiff is not in the County where affiant has offices.

The grounds of affiant's belief as to all matters not stated upon affiant's knowledge are as follows: contents of our file.

Dated: New York, New York
January 29, 2008



RICHARD H. ABEND

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF

HARRY DOUGLAS,

Plaintiff(s),

-against-

PROTECTIVE LIFE & ANNUITY INSURANCE COMPANY,

Defendant(s).

SUMMONS AND VERIFIED COMPLAINT

LINDENBAUM & SILBER, PLLC

Attorneys for Plaintiff(s)
419 Park Avenue S., 2nd Fl.
New York, New York 10016
(212) 532-0154
Fax (212) 532-8221

To

Service of a copy of the within
is hereby admitted.

Dated: _____ 19 ____

Attorney(s) for

PLEASE TAKE NOTICE:

☐ NOTICE OF ENTRY

that the within is a (certified) true copy of an
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order
settlement to the Hon.

on

of which the within is a true copy will be present for
one of the judges of the within named court, at
19 _____ at M.

Dated, New York, New York

Yours, etc.

LINDENBAUM & SILBER, PLLC